07/068

Collective Bargaining Agreement

Benecard Central Fill, Benecard PBF, Contact Fill

and

District Council 90
American Federation of State, County and
Municipal Employees, AFL-CI®

September 1, 2015 to August 31, 2019

AGREEMENT entered into this 1st day of September, 2015, by and between BENECARD CENTRAL FILL, BENECARD PBF, Contact Fill, 5040 Ritter Road, Mechanicsburg, PA (hereinafter called the "Employer") and DISTRICT COUNCIL 90, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO (AFSCME) (hereinafter called the "Union") for and on behalf of itself, its members now employed and hereafter to be employed by the Employer and collectively designated as employees.

WITNESSETH:

WHEREAS, the Employer recognizes the Union as the only Union representing its hourly regular full-time and regular part-time, professional and non-professional employees, as defined in the Union descriptions defined in the National Labor Relations Act and agrees to deal collectively on their behalf only with the Union.

WHEREAS, the parties hereto desire to establish a standard of conditions and procedures under which employees shall work for the Employer during the term of this Agreement and to regulate the employment relations between the parties for the purpose of maintaining maximum efficiency and productivity and are desirous of affecting and maintaining harmonious relations between the employees and employer in a safe environment.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties agree as follows:

ARTICLE 1 COMPLETE SETTLEMENT

- Section 1. This contract represents a complete settlement of all issues raised between the parties in collective bargaining negotiations and shall be binding upon the Union, the employees and the Employer.
- Section 2. The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and the understanding and agreements arrived at by the parties after the exercising of that right and opportunity are set forth in this Agreement
- Section 3. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Employer, and in no case shall it be binding upon the parties hereto, unless such agreement is made and executed in writing by the Employer and the Union.

ARTICLE 2 UNION RECOGNITION

- Section 1. The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all regular full-time and regular part-time hourly professional and non-professional employees, employed at Benecard Central Fill, Benecard PBF, Contact Fill, Mechanicsburg, PA as defined in the Unit Description.
- Section 2. The words "regular full-time hourly employee" shall refer only to an employee who regularly and customarily is scheduled to work at least thirty (30) or more hours per week on a year-round basis.
- Section 3. The words regular "part-time employee" shall refer only to an employee who regularly and customarily is scheduled to work at least twenty-five (25) hours and less than thirty (30) hours per week in a consecutive thirteen (13) week period or longer. Regular part-time employees will not be entitled to benefits set forth in this agreement.
- Section 4. Any salaried, casual, temporary, seasonal employees or interns are specifically excluded from this agreement as are all employees working less than 30 hours per week.
- Section 5. Personnel excluded in Section 1 above shall have the right to perform any and all tasks and shall be required to maintain a high degree of efficiency and productivity.

ARTICLE 3 UNION SECURITY

- Section 1. All bargaining unit employees on the active payroll on the effective date of the Union shall become members of the Union immediately if they have passed their initial probationary period, and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment. All employees hired thereafter shall become members of the Union no later than the ninetieth (90th) day following the beginning of such employment and shall thereafter maintain their membership in the Union, in good standing as a condition of continued employment.
- Section 2. For the purposes of this Article, an employee shall be considered a member of the Union, in good standing, if he/she tenders his/her uniformly required periodic dues as a condition of membership.
- Section 3. An employee who has failed to maintain membership in good standing as required by this Article, shall within twenty (20) calendar days following receipt of a written demand from the Union requesting his/her discharge, be discharged if, during such period, the required dues has not been tendered.

Section 4. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of the Union's collection of dues or other activity or requests by the Union.

ARTICLE 4 DUES CHECK-OFF

- Section 1. Upon receipt of a written authorization from an employee, the Employer shall, pursuant to such authorization deduct from the wages due said employee each month, starting not earlier than the first pay period following the completion of the employee's first ninety (90) days of employment, and remit to the Union regular monthly dues, fixed by the Union.
- Section 2. Employees must sign written authorizations for Union dues deductions. Those employees who wish to make payment direct to District Council 90, AFSCME shall notify both the Employer and the Union within thirty (30) days of the revocation of the check-off authorization. All Union dues must be submitted on a monthly basis or be subject to Article III, Section 1.
- Section 3. The Employer shall be relieved from making such "check-off deduction upon:
- (a) termination of employment
- (b) transfer to a job other than one covered by the bargaining unit
- (c) layoff from work
- (d) an agreed upon leave of absence
- (e) revocation of the check-off authorization in accordance with its terms or with applicable law

Notwithstanding the foregoing, upon the return of an employee to work from any of the foregoing enumerated absences, the Employer shall immediately resume the obligation of making said deductions, except that deductions for terminated employees shall be governed by Paragraph 1 hereof. This provision, however, shall not relieve any employees of the obligation to make the required dues and initiation payment pursuant to the Union constitution in order to remain in good standing.

- Section 4. Each month, the Employer shall remit to District Council 90, AFSCME, all deductions for dues made from the wages of employees in the bargaining unit for the preceding month, together with a list of all employees in the bargaining unit from whom dues have been deducted.
- Section 5. The Employer agrees to furnish District Council 90, AFSCME, and the appropriate Local Union each month with the names of newly hired employees in the bargaining unit, their addresses, social security numbers, classifications of work, their dates of hire, the names of terminated employees in the bargaining unit, together with their dates of termination, and the names of employees in the bargaining unit on leave of absence.

Section, 6. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or forms of liability that shall arise out of or by reason of the Union's collection of dues or other activity or request by the Union.

ARTICLE 5 POLITICAL ACTION COMMITTEE DEDUCTIONS

- Section 1. The Employer agrees to deduct from the paycheck of employees covered by this Agreement voluntary contribution to the Union's Political Action Committee. The Employer shall make such deductions only in accordance with the written authorization of respective employees which shall specify the amount, frequency and duration of the deductions.
- Section 2. The Employer shall transmit the monies deducted in accordance with this Article to the Union's Political Action Committee in accordance with the procedures agreed to by the Employer and the Union.

ARTICLE 6 NO DISCRIMINATION

- Section 1. Both the Employer and the Union agree not to discriminate against any employee on the basis of race, creed, color, ancestry, sex, marital status, age, national origin, non-job related handicap or disability, union membership, political affiliation or sexual orientation, or any other classification protected by law.
- Section 2. The Employer and the Union do not condone sexual harassment of any employee and encourages employees who, after appropriate consideration of all relevant facts, believe that he/she is the object of such conduct, to report such allegations as soon as possible.
- Section 3. The Union agrees to recognize the Employer's obligations pursuant to federal and state law.
- Section 4. The use of the words "his" or "her" and other such pronouns in the Agreement shall be construed as a reference to both sexes and shall apply to both genders interchangeable.
- Section 5. Employees should be treated in a respectful manner which does not embarrass them or demean their dignity.

ARTICLE 7 UNION VISITATION AND BULLETIN BOARD

- Section 1. It is agreed that the Union duties and activities will not be carried out on the Employer's premises during working hours except the duties of administering this contract. The Employer's facilities may be used for Union activities when prescheduled and available.
- Section 2. The Employer shall allow the Union to supply and maintain a bulletin board for the exclusive use of the Union. Notices on that bulletin board shall be limited to announcements of Union business and shall be printed on Union letterhead. Furthermore, the Union shall not post material detrimental to the labor/management relationship, nor of a political or controversial nature.
- Section 3. The Union shall notify the Employer of the identity of all Union representatives who shall be administering this Agreement. The Staff Representative of the Union, or a duly authorized representative of the Union, may enter the Employer's premises at reasonable times during working hours to confer with the employees, however, such representative shall first contact the Employer or his designee to make mutually convenient arrangements for the visit.
- Section 4. Upon arrival at the facility, the Union representative shall report to the Employer's designee. The Union representative shall advise the designee of his visit, the purpose therefore and the individuals with whom he may wish to confer.
- Section 5. The Union representative shall, during the course of a visit, so conduct himself so as not to cause any interference with the operation of the facility or the work of any employee.
- Section 6. An employee, grievant or Union representative shall be released from his duty to confer with the Union representative, at a time mutually convenient to the Employer, employee and Union representative. All such meeting shall not be unduly prolonged.
- Section 7. Employees shall not engage in Union activity or solicitation of any kind while the employee doing the soliciting or the employee being solicited is on working time. Employees are prohibited from distribution literature of any kind in working areas of the Employer's premises at any time, except that the Employer shall provide a shelf underneath the Union Bulletin Board, where the Union representatives may leave literature for employees, who may pick up literature from the shelf. Such literature shall not be detrimental to labor/management relations.

ARTICLE 8 UNION BUSINESS

The Union representative is the representative of the Union in the office and amongst his/her duties shall be to participate in the administration of this Agreement as is provided for in Section 1 of this Article. Under no circumstances shall an employee be discriminated against by reason of his/her being a Union representative.

- Section 1. The four Chair Officers, President, Vice President; Secretary, Treasurer and Stewards selected by the Local Union shall participate in the administration of this Collective Bargaining Agreement. The Local Union shall notify the Employer, in writing, of the names of the Local Union Officers and Stewards,
- Section 2. The Union shall have the right to investigate and process grievances on the Employer's time upon notification to his/her immediate supervisor and permission is granted. Said permission shall not be unreasonably withheld,
 - Section 3. The Union Representatives have no authority to take strike action, or any other action interfering with the smooth operation of the Employer's business or to encourage any other employee to do so. In the event any Union Representative takes such action, the Union shall be strictly liable and the Employer shall have the right to impose on said Union Representative proper discipline, up to and including immediate discharge.
 - Section 4. Union Officers and Stewards may not communicate with employees, the Union or representatives of the Employer concerning Union business, on working time, without first obtaining the permission of his/her immediate supervisor or other representative of the Employer.
 - Section 5. Union Officers and Stewards may not communicate with the Union office by telephone during his/her working time without first obtaining the permission of his/her immediate supervisor or representative of the Employer.
 - Section 6. The Union office may communicate with the Union Officers and Stewards during working hours by telephoning the Union Officer's or Steward's immediate supervisor or department manager.

WAGES

Section 1. See Addendum "A" and Addendum "B"

ARTICLE 11 MANAGEMENT

- Section 1. Nothing contained in this Agreement shall be construed to limit the Employer's right to exercise the function of management, under which it shall have including but not limited to the exclusive right to employ, supervise and direct the working force; to determine the number and makeup of the workforce; to discipline, suspend or discharge employees for failure to satisfactorily perform the work in accordance with the Employer's standards or for other cause; to transfer or lay-off employees because of lack of work; to require employees to observe the Employer's rules and regulations not inconsistent with the provisions of this Agreement; to determine the extent to which its properties shall be operated or shut down, to discontinue departments in whole or part; to sublet, subcontract or transfer any work; to determine the services to be provided, and the methods and schedules of production, including the right to set the means and procedures of the operation; and otherwise to manage or conduct its business, including all the rights and prerogatives it has exercised prior to the execution of this Agreement.
- Section 2. Anything to the contrary notwithstanding, the Employer shall have the exclusive right to determine and set the staffing requirements. Assignments of bargaining unit employees to respective jobs, locations, shifts or hours as well as the function to be performed during those assignments shall be at the sole discretion and determination of the Employer.

ARTICLE 12 DISCIPLINE

- Section 1. No employee who has passed their probationary period shall be discharged, disciplined, demoted, or suspended without just cause. The Employer shall notify both the Local Union and District Council 90 in writing of any disciplinary action taken involving a regular full-time, hourly employee and the reason therefore within five (5) working days.
- Section 2. Any temporary, seasonal, part-time, casual, probationary employee or other employee not covered by this Agreement may be discharged or otherwise disciplined by the Employer in its sole discretion. No question concerning the discharge or other discipline of any such employee may be the subject of any grievance or arbitration.
- Section 3. Uniform rules and regulations, with respect to disciplinary action or office procedures, may be promulgated by the Employer. Notice of the promulgation of any rule or regulation shall be given to the Local Union and District Council 90 at least ten working days prior to its effective date. The Union shall have the right to discuss the provisions of any such rules or regulations with the appropriate management officials. Such rules and regulations, when either posted in a conspicuous place or distributed to employees, shall be binding on the employees. New employees shall be informed of uniform rules and regulations upon their date of hire. Such rules and regulations will not be inconsistent with any of the terms and conditions of this Agreement and will not be used for the purpose of discrimination against the Union or any employee or to avoid any of the provisions of this Agreement or applicable law.

Section 4. Any employee shall be subject to discipline up to and including discharge for the following:

- a. Dishonesty (including, but not limited to theft and falsification of records).
- b. Possessing or using intoxicants or drugs on company property or during working hours or reporting to work or being under the influence of above.
- c. Violation of criminal laws while at work.
- d. Disclosure of company information to outside persons.
- e. Intentionally disconnecting a call or hanging up on a caller within the Call Center outside of the "Abusive Caller Policy".
- f. Refusing to follow specific direction given by a member of leadership (supervisor or higher)
- g. Inappropriate or unprofessional behavior towards our members or clients, including inbound and outbound phone calls.

Any employee shall be subject to progressive disciplinary action for the following:

- a. Substandard work performance.
- b. Lack of ability.
- c. Inefficiency.
- d. Willful neglect.
- e. Conduct inappropriate in a work environment.
- f. Flouting of authority

The steps for progressive disciplinary action include:

- 1. Counseling
- 2. Verbal Warning
- 3. Written Warning
- 4. One (1) Day Suspension
- 5. Five (5) Day Suspension
- 6. Discharge

One or more of the progressive disciplinary steps may be skipped if a proven offense is of an egregious nature.

Section 5. At the employee's request, a Union representative must be in attendance at any meeting of the Employer with employees when such meeting could result in disciplinary action and when discipline is issued.

SECTION 6. Disciplinary actions shall not be considered active after twelve months of no further disciplinary incidents.



ARTICLE 13 GRIEVANCE PROCEDURE

Section 1. A grievance is a dispute, claim or complaint involving the interpretation or application of the specific written terms of this contract.

Section 2. There shall be no interference with, nor disruption of, work on account of any claims, disputes, difference or grievance that should arise between the Employer and the Union or its members.

If any employee believes they have a justifiable grievance under the terms and conditions of this Agreement, said employee and the shop steward should first attempt to resolve the matter informally with Management. If such attempt is unsuccessful, the employee may proceed with the formal grievance procedure as follows:

STEP ONE:

The Union (i.e. Local President or Shop Steward), with or without the aggrieved employee, shall present the grievance, in writing, to the Human Resources Department within ten (10) working days of the occurrence giving rise to the dispute, or when the employee knew or by reasonable diligence should have known of the occurrence, The parties shall schedule a Step One meeting, within ten (10) working days after the grievance is received by the Employer's Human Resources Department. At the Step One meeting, the following will be present: Employer representatives, Union representatives, (Union President and a steward if desired), the aggrieved employee (if he desires to attend) and any relevant witnesses, The Vice President of Administration shall attempt to resolve the matter and shall respond in writing within ten (10) working days of the meeting.

STEP TWO:

If the Employer response to Step One grievance is not satisfactory to the Union, the Union shall present the grievance, in writing, to the General Manager, within the earlier of ten (10) working days of the Employer's Step One response or within twenty (20) working days of the Step One meeting if no response is received. The General Manager (or his designee) shall respond, in writing within twenty (20) working days of the meeting.

STEP THREE:

If the Employer's response to the Step Two grievance is not satisfactory to the Union, the Union shall notify the Employer of its intent to arbitrate the grievance within the earlier of twenty (20) working days of the General Manager's (or his designee's) response or within forty (40) working days of the Step Two meeting if no response is received.

Section 3. Grievance meetings shall be scheduled to take place at a mutually agreeable reasonable time. Working days shall be defined as Monday through Friday. Any agreed upon final settlement of a grievance reached shall be reduced to writing and signed by the Union and the Employer designee.

- Section 4. The parties shall utilize the Pennsylvania Bureau of Mediation and abide by its rules in choosing the impartial arbitrator in the specific grievance at issue.
- Section 5. The expense of the arbitrator shall be borne equally by both parties; otherwise, each contracting party shall bear their own expenses.
- Section 6. The Union or the Employer may take to arbitration any dispute which involves the interpretation or application of the terms of this Agreement that cannot be settled by the procedure above set forth. The party taking the dispute to arbitration shall specify the issue to be arbitrated and the particular clause of the collective bargaining agreement upon it bases its claims.
- Section 7. The Arbitrator shall not give any decisions which in effect modifies, revises, detracts from or adds to any of the terms or provisions of this Agreement. The Arbitrator shall not have the authority to hear more than one grievance at a time, unless both parties authorize him in writing to do so. The Arbitrator shall not have the authority to award retroactive pay to a date earlier than the date of the grievance.
- Section 8. It is understood and agreed that a decision of the Arbitrator made in accordance with the requirements hereof shall be final and binding on both parties,
- Section 9. It is agreed that the use of the Grievance Procedure set forth herein shall be mandatory and shall be regarded as the sole and exclusive machinery for the adjustment of claims or grievances while they are being processed or thereafter,
- Section 10. All of the time limits contained in this Article may be extended upon mutual agreement. The granting of any extension at any step shall not be deemed to establish a precedent.

ARTICLE 14 SENIORITY

- Section 1. Seniority shall be the length of total continuous service as a regular full-time hourly employee in years and days in the AFSCME bargaining unit since the date of the employee's last hiring.
- Section 2. All new employees shall be on probation for the first ninety (96) days of employment. During an employee's probationary period, the employee shall not be entitled to any benefits. During such probationary period, the employee may be terminated without recourse to the Grievance Procedure with the exception of any grievance involving Article VI of this Agreement.
- Section 3. The Employer may transfer employees at its sole discretion provided that such transfer is not a promotion. In the event a vacancy occurs that would result in a promotion, such

vacancy shall be posted for a period of seven (7) working days. The vacancy shall be filled by the most senior bidder, provided that the senior bidder meets the qualifications required to perform the work as described in the job posting of the position in question. The job posting will include all pertinent information about the position including, but not limited to, pay grade, shift and days off. The Local Union President shall be given a copy of all posted positions within the bargaining unit.

Layoffs and Recalls: In cases of layoff, part-time and probationary employees shall be the first to be laid-off. Regular, full-time employees shall be laid-off in inverse order of seniority, beginning with the least-senior, provided that the remaining employees possess the skill and ability to perform the work. Employees recalled shall be on the basis of seniority, provided that the recalled employee possesses the skill and ability to perform the work.

Section 4. Seniority in the AFSCME bargaining unit shall terminate: (a) when an employee is discharged for cause; (b) when an employee voluntarily quits his/her employment; (c) at the end of twenty four (24) months after an employee is laid-off for lack of work; (d) when an employee does not return to work on or before the expiration date of any authorized leave of absence; (e) when an employee accepts employment elsewhere while on sick leave of absence, except when the leave of absence is for a position with AFSCME.

Section 5. Any employee laid off for lack of work who does not reply to a written notice sent to his or her last known address by registered mail, return receipt requested, notifying him or her to report for work within three (3) days of receipt of such notice, will be considered as having terminated his or her employment.

Section 6. Seniority in the AFSCME bargaining unit shall apply in all lay-offs or transfers within job classifications including emergency, breakdowns, absences or unscheduled operations.

Section 7. Seniority will be carried over for any transfer to another company owned by the Employer.

Section 8. Seniority in the AFSCME bargaining unit in layoff situations will only apply by locations within Benecard Central Fill, Benecard PBF, Contact Fill. For any layoff situation, all employees will be offered employment at another company owned by the Employer when a vacancy becomes available for which they are qualified.

Section 9. Employees who accept promotions to contract covered positions shall have seniority rights to their prior position if the employee does not satisfactorily complete the probationary period. The employee placed into the prior vacant position may be displaced or have their probationary period extended if the employee in the new position does not complete their probationary period or has said probationary period extended.

Section 10. The Local Union presidents and vice presidents shall be afforded super-seniority with regards to layoffs.

Section 11. Human Resources will supply the dates of hire and job classifications to the AFSCME Staff Representative upon request. AFSCME will be responsible for maintaining all other employee personal information including seniority lists.

ARTICLE 15
HOLIDAYS

Section 1. Employees who are in an approved compensable status or work their full scheduled workday before and day after the holidays set forth below, shall receive one (1) day of pay at straight-time provided that the employee has successfully passed their probationary period. The daily rate of pay will be determined by prorating the number of hours worked in an average week (a one (1) year moving average) divided by five (5) for employees regularly working less than forty (40) hours per week.

New Year's Day
Martin Luther King's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Employee's Birthday

When an employee works on one of the above listed contractual holidays, he/she shall be paid time and one-half (1-1/2) plus the holiday pay.

The Call Center will be staffed 24 hours per day, 7 days per week, 365 days per year.

Seniority will be used to determine who works and who has off. Management will determine the staffing levels based on business needs. A notice will be sent and a response will be required back from the Union employees no later than 2 weeks prior to the holidays asking for volunteers. Anybody not responding to the notice will be expected to work their normal shift regardless of seniority.

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Martin Luther King Jr. Day and New Year's Day are recognized holidays and will be treated as such in terms of pay and overtime calculations; however, most if not all Benecard Central Fill, Benecard PBF, Contact Fill staff will be required to work these holidays due to call volume and business needs.

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Section 2. If any of the above holidays shall fall on an employee's regularly scheduled day off, the employee and Employer shall mutually agree to either designate the closest working day as the holiday or to pay each eligible employee one (1) day of pay at their base hourly rate in addition to their regular earnings. The daily rate of pay will be determined by prorating the number of hours worked in an average week (a one (1) year moving average) divided by five (5) for employees regularly working less than forty (40) hours per week.

- Section 3. Any contractual holiday falling on Saturday shall be observed on Friday. Any holiday falling on Sunday shall be observed on Monday.
- Section 4. If a contractual holiday falls during an employee's approved vacation, the employee shall have the option of taking an extra day's vacation with pay or an extra day's pay at his regular straight-time hourly rate.
- Section 5. Holiday pay shall not be granted to employees who are on any of the contractual leaves of absence.
- Section 6. An employee should not be denied the use of a vacation or personal day for religious purposes.
- Section 7. Any holiday work will be offered on a voluntary basis by seniority and if there are no volunteers, the assignments will be determined by Management. Every attempt will be made to assign employees in inverse order of seniority; however, employees recognize that particular assignments may require more senior employees.

ARTICLE 16 VACATIONS

Section 1. Eligibility for vacation shall be as follows: Each employee is provided with ten (10) days of vacation. Each employee will earn 6.67 hours per month. This vacation time is prorated during the employee's first year of employment. Vacation time may be approved before the first anniversary year as follows:

If an employee has used vacation time not yet provided as of their termination date, the time taken by the employee will be deducted from the employee's last paycheck,

Section 2. 0-5 years

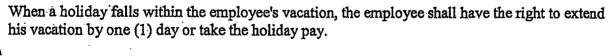
10 days (first year will be prorated by the date of hire)

After 5 years

15 days

After ten years

20 days



Section 3. Vacations shall be given at the request of the employees, in order of seniority, subject to management's right to maintain efficient operations. Annually, from October $1^{st} - 15^{th}$, the employees will be canvassed by seniority for their vacation requests for the following year. The Employer must approve or deny the requests by October 31^{st} . All other leave will be approved on a first come, first served basis. The Employer's response to leave requests submitted after October 15^{th} will be answered by the sixth working day after the request is

submitted. If the approval has not been received after the sixth (6th) working day, the employee can consider the leave approved. In the event of any change, the employee must provide written notice to the Employer two (2) weeks prior to the period of individual vacation.

All approved vacations require the employee to have available Vacation Time to use during the period for which it has been approved. If the employee does not have available vacation time, then the previously approved vacation time will be reversed.

An electronic leave calendar will be available to all employees and maintained by the Employer. The Employer will update the leave calendar within twenty-four (24) hours after leave is rescinded.

Section 4. To accommodate the employee and satisfy the work requirements of the Company, the employee, (applicable only to employees who have completed one year of service) has until March 31st of the following calendar year to use remaining unused Vacation Time from the prior calendar year. Banked Vacation time if not used by March 31st of the following year will be paid to the employee by the Company. The employee will receive payment by April 30th of the current year.

Exception for First Year Employees:

During an employee's initial year of employment, vacation is pro-rated. Any banked vacation time for the initial year of service may be carried forward beyond March 31st of the following year until the subsequent year (March 31st deadline) and therefore will not have option of payout until that time.

- Section 5. In the event an employee quits without giving two (2) weeks written notice, or is discharged, vacation pay shall be forfeited.
- Section 6. If an employee's vacation is for one (1) week or more, payment for employee's vacation shall be made to the employee on the last work day prior to the beginning of his vacation upon the employee's request.
- Section 7. Employees eligible for two (2) or more weeks' vacation shall not be required to split them.
- Section 8. In the event an employee covered by this agreement is laid off for more than ninety (90) calendar days, he shall receive any outstanding vacation pay during the next pay cycle for any vacation time accrued up to the point of the layoff.
- Section 9. In the event an employee entitled to vacation dies, his vacation pay shall be paid to his designated beneficiary and if there is none, it shall be paid to his estate.

ARTICLE 17 HEALTH LIFE INSURANCE AND OTHER SUCH BENEFITS

Section 1. The Union agrees to accept on behalf of the bargaining unit those medical, hospitalization and other insurance benefits as are currently in effect. Changes will need to be made as necessary to address external factors beyond the Company's control, including, but not limited to premium increases; cost increases; and Cadillac tax avoidance. If premiums increase greater than fifteen percent (15%), the parties will meet and discuss cost-saving measures. The premium rate will be deducted from the employee's paycheck on a bi-weekly basis. Benefits are effective for all full-time hourly employees on the first day of the month proceeding sixty calendar days of employment.

Employees must provide validation that a spouse does not have medical and prescription coverage through another employer to qualify for Employer coverage.

Each regular full-time hourly employee will be entitled to a prescription program as follows: Prescriptions filled in a Retail Pharmacy:

PRESCRIPTION: Employee and Eligible Dependents

Co-Pay: \$10.00 or 20% (whichever is greater) for a thirty (30) day supply of generic with one refill, \$20.00 or 20% (whichever is greater) for a thirty (30) day supply of brand formulary prescriptions with one (1) refill. \$30.00 or 20% for brand non-formulary prescriptions with one (1) refill. Prescriptions filled at the Company's designated mail service pharmacy:

- Co-Pay: \$15.00 for up to a 100 day supply of generic prescriptions. \$20.00 for up to a 100 day supply of brand formulary prescriptions. \$30.00 for up to a 100 day supply of brand non-formulary prescriptions.
- Mandatóry Generic Reimbursement.
- Oral Contraceptives and GED's through the Company's designated mail service pharmacy.
- Prescription Cap: There isn't a prescription cap.

SPECIALTY MAIL

Specialty Preferred: The Greater of \$20.00 or 20% Specialty Non-Preferred: The Greater of \$30.00 or 30%

Specialty Generic: The Greater of \$10.00 or 20%

SPECIALTY RETAIL

Specialty Preferred: The Greater of \$20.00 or 20% Specialty Non-Preferred: The Greater of \$30.00 or 30% Specialty Generic: The Greater of \$10.00 or 20%

The maximum out-of-pocket cost will be \$500.00 per claim. Diabetic supplies and injectables covered.

All other prior exclusions and restriction apply.

Each employee and eligible dependents will be entitled to a vision service plan through National Vision Administrators (NVA) as follows:

VISION: Employee and Eligible Dependents

- Includes examination, tonometry, lenses as medically necessary one in every twelve (12) month period through an NVA panel provider.
- Frames or contacts every two (2) year period.
- The frame allowance shall be \$35.00 wholesale allowance or \$100.00 contact allowance towards retail pricing minus 25%,
- Lasik Discount Program.
- Optivision Discount Plan.

Non-participating provider claims, where reimbursement is made directly to the employee, will be reimbursed according to the scheduled allowances in effect on the effective date of the contract.

Section 2. The Employer will provide life insurance for all employees after successful completion of their initial probationary period to the first of the following month in the amount of their annual base pay rounded to the nearest \$1,000, Eligible employees will have the option to purchase additional coverage through payroll deductions up to the maximums allowed by the carrier.

Section 3. The Employer will provide to all employees with seniority of at least twelve (12) months who participate in the 401K Plan, matched contributions at the following schedule:

After 1 year of service - Employer will match 50% of employee's 401K contributions up to 4% of annual salary.

After 5 years of service - Employer will match 50% of employee's 401K contributions up to 5% of annual salary.

After 10 years of service - Employer will match 50% of employee's 401K contributions up to 6% of annual salary,

Employer contributions will be cliff-vested after three (3) years of service.

Section 4. The Employer will provide for eligible employees, 100% of the premium for individual dental coverage after successful completion of their initial probationary period to the first (1st) of the following month, Eligible employees desiring employee and dependent coverage for eligible dependents will be required to contribute 25% of the total premium amount.

The plan shall provide:

Diagnostic and Preventative 100% coverage
Basic Restorative 80%
Oral Surgery 80%
Endodontic 80%
Periodontic 80%

Major Restorative 80% Orthodontics (children to age 19) 50%.

There is a \$1,500.00 lifetime maximum coverage for orthodontic work for eligible children. There will be a \$50.00 annual deductible per covered individual and a \$1,000.00 annual cap for other covered dental benefits.

- Section 5. Retirees will be eligible to enroll in the Optivision Discount Plan.
- Section 6. The Employer shall provide long term disability insurance equal to that coverage provided to management to eligible regular full-time hourly employees after successful completion of their initial probation period to the first (1st) of the following month.
- Section 7. The Level of Employee benefits shall not be reduced during the life of this Agreement.
- Section 8. The company shall provide short term disability insurance to all employees after successful completion of their initial probationary to the 1st of the following month in the amount 2/3 (66.67%) of the employees annualized base pay. This disability insurance will commence on the 30th day of the disability and continue up to twenty-six (26) weeks.

ARTICLE 18 NO STRIKE - NO LOCKOUT

- Section 1. The Union and each employee covered by this Agreement shall not for any reason including, but not limited to, an unfair labor practice or sympathetic action, directly or indirectly assist, authorize, cause, condone, encourage, induce, finance, permit, sponsor, support, threaten or take part in any picketing, sit-down, stay-in, strike, including sympathy strikes, work stoppage, slowdown of work nor interference with the operation of the Employer's business. The Employer agrees not to engage in a lockout.
- Section 2. In the event any violation of the previous paragraph occurs, in addition to any remedy or right provided in this Agreement or by law or statute, the Union must immediately publicly disavow the unauthorized action and post notices that such action is unauthorized and order its members to return to work immediately notwithstanding the existence of any picket line. Such actions on the part of the Union must be taken immediately after the occurrence of the strike, sympathy strike, picketing, sit-down, stay-in, work stoppage, slow down, curtailment of work or interference with the operation of the Employer's business. Employees who engage in such activity shall be subject to disciplinary action, including immediate dismissal.

ARTICLE 19 BEREAVEMENT LEAVE

- Section 1. In the event of the death of an employee's spouse, child, parent, grandparent, grandchild, sibling, legal guardian, legal dependent, mother-in-law, or father-in-law the Employer will grant a paid leave of three (3) days within five (5 days) of the funeral. If additional leave is necessary, it will not be unreasonably denied.
- Section 2. Bereavement leave shall be paid at the regular hourly rate, for hours normally scheduled for the day(s) involved. The pay for one (1) day will be determined by prorating the number of hours worked in an average week (one (1) year moving average) divided by five (5) for regular full-time hourly employees regularly working less than forty (40) hours per week. Regular full-time hourly employees regularly scheduled and working forty (40) hours per week will be paid eight (8) hours at their regular hourly rate. Employees on approved leave of absence, or other extended absence, without pay from work will not be paid bereavement leave.
- Section 3. The employee shall furnish documentation of the need for bereavement leave, and relationship to the deceased, if requested by the Employer. If the deceased individual is not a resident of the United States, special consideration will be given to the need for documentation and, if required, an extended reasonable period of time to furnish documentation will be granted.

ARTICLE 20 CIVIL LEAVE

- Section 1. Employees call for jury duty or subpoenaed as a witness shall be excused from work for the days on which they serve shall receive for each day of such jury or witness on which they otherwise would have worked, the difference between their full day's pay at straight time hours and the payment received for jury service. The daily rate of pay will be determined by prorating the number of hours worked in an average week (a one (1) year moving average) divided by five (5) for employees regularly working less than forty (40) hours per week.
 - a. The employee shall provide the Employer with at least 72 hours' notice, if practical, of a call to jury duty or subpoena.
 - b. The employee shall not be required to report back to work on such jury duty days if the employee is required to be in court four (4) hours or more.
 - c. The employee shall present written proof of service and the amount of pay received therefore in order to receive compensation under this Article.

ARTICLE 21 PERSONAL TIME AND SICK LEAVE

- Section 1. Employees shall be eligible for eight (8) paid personal/sick days per year. Personal/sick days may be used prior to the employee's anniversary date, provided the Employer approves them. Personal/Sick days accrue at the rate of 5.33 hours per month.
- Section 2. Personal and/or sick time may be utilized as necessary during the anniversary year. If an employee has used personal and/or sick time not yet earned as of their termination date, the unearned time taken by the employee will be deducted from the employee's last paycheck. Unused personal and/or sick time may be banked not to exceed thirty days. Use of banked sick time requires a written medical excuse. There shall be no cash payment for unused personal/sick time.
- Section 3. Consecutive absences of three (3) or more days will require the employee to produce a physician's certificate approving the employee's return to work. Absences of less than three (3) days, a doctor's excuse may be required where the Employer has reason to believe the employee has been abusing the sick leave benefit.
- Section 4. The Employer will establish a sick bank to which employees can donate time for catastrophic illness.

ARTICLE 22 SAFETY

- Section 1. The Employer shall make reasonable provisions for the safety and health of its employees during the hours of employment. If, after investigation it is determined that an employee failed to follow an established safety procedure so that such action placed the employee, another employee or the Employer in danger, then the employee shall be subject to disciplinary action.
- Section 2. The Employer shall comply with all rules, regulations and statutes of any federal, state or municipal agency pertaining to the health and safety of the employees and shall, at its own expense, provide and maintain such standard safeguards and safety appliances as may be required by the said agencies.
- Section 3. The Employer may require its employees to submit to periodic or random drug screening. Such screenings shall be at the Employer's expense.
- Section 4. The parties hereby agree that any employee found to be in possession of, or having been found to have used any drug or intoxicant on the premises, will be summarily discharged. Said action will be subject to the grievance procedure and binding arbitration.

Section 5. A health and safety committee of up to three (3) Union representatives and three (3) management representatives shall be established. The committee will meet when the need arises to address health and safety issues.

ARTICLE 23 LUNCH AND REST PERIODS

- Section 1. A lunch period of at least thirty (30) minutes shall be scheduled as close to the middle of the workday as possible. An employee shall not be denied their request for either a thirty (30) minute or sixty (60) minute lunch period. Lunch periods shall not be deemed as time worked. In the event an employee is found during the period, or after, to have been consuming alcohol or using drugs, on or off the Employer's premises, he shall be subject to immediate discharge. Employees are expected to clock in and out for all lunch and rest periods.
- Section 2. All employees shall be permitted a fifteen (15) minute paid rest period during each one-half work shift. Whenever practical, the employee shall be permitted to take the rest period at the middle of such one-half shift. The Employer shall be able to vary the scheduling of rest periods when the demands of work refuses such variance. Regular use of the restroom will not be counted against employees' lunch and/or break periods.
- Section 3. If an employee works in addition to their scheduled shift, said employee shall be permitted a fifteen (15) minute paid rest period at the beginning and end of their initial three (3) hours of additional work and each four (4) hours of work thereafter.

ARTICLE 24 MILITARY

- Section 1. In the event that an employee covered by this Agreement shall be conscripted, called up for active duty for an extended period as a member of the Reserves or National Guard, or volunteers into the Armed Forces of the United States Government, a leave of absence will be granted in accordance with applicable Federal Law. Such employee, when his service is completed, shall apply for re-employment within ninety (90) days and will be returned to his former position by the Employer or a position of like status provided he satisfactorily completed such service and the Employer shall grant such an employee any wage increases or other improvements in working conditions that may have occurred during the absence of said employee.
- Section 2. Any employee who is a member of the Reserves or National Guard, must give his supervisor notice that he is leaving for such service ninety (90) days in advance and provide a copy of his orders as soon as possible and thereafter shall be permitted to attend active training periods required by such organizations without pay but without loss of seniority.

Section 3. At the time of an employee's entry into the Armed Forces, he shall be entitled to and shall receive all vacation, with pay in advance that is due to said employee as of that time, in accordance with the vacation provisions contained in this Agreement.

ARTICLE 25 LEAVES OF ABSENCE

- Section 1. Employees covered by this Agreement shall be granted leaves of absence in accordance with the provisions of the Family/Medical Leave Act ("FMLA") and any applicable state law. Unless otherwise noted, leave and/or benefits provided for under this Agreement shall run concurrently with, and shall not be in addition to, any leave and/or benefits provided for under the FMLA and/or state law. Eligible employees may also apply for Short Term Disability (STD). Short Term Disability is a monetary benefit (not a leave entitlement and does not guarantee job restoration).
- Section 2. Employees wishing to take any leave of absence must have completed at least one (1) year of service, request such leave, and obtain approval in writing on a form provided by the Employer. Leaves of absence shall be without pay. Employees may choose to use available paid time off during a family/medical leave; however, per the Employer's FMLA Policy, all available Sick and Banked Sick Time will automatically be applied as of the first day of the leave. During the period of any unpaid leave of absence, employees shall continue to accrue seniority for all purposes other than entitlement to personal and sick time. The Employer shall continue to provide employees on family/medical leave with their normal benefits for a period of up to twenty-six (26) weeks, provided such employees continue to pay their portion of the premiums in a timely manner.
- Section 3. The initial request for family/medical leave and all requests for extensions must be accompanied by a signed physician's statement confirming and defining the reason for the request. Before returning to work from a medical leave, employee must submit acceptable written confirmation from a physician of their ability to perform the essential function of the position.
- A Leave of Absence shall be granted to employees who accept a position with AFSCME. Leaves of Absence comply with federal and state regulations.

ARTICLE 26 MISCELLANEOUS PROVISIONS

- Section 1. Employees shall be required to adhere to reasonable dress and appearance regulations promulgated by the Employer and distributed to the employees,
- Section 2. Payday shall be every other Friday. The Employer shall provide electronic direct deposit with the financial institution of each participating employee's choice.

- Section 3. An employee shall not punch another employee's time card at any time or for any reason. Any employee engaged in such activity shall be discharged immediately.
- Section 4. Employees shall not engage in solicitation of any kind during working hours without prior approval by management.
- Section 5. There shall be no personal telephone calls, text messaging made during working hours except in emergency situations or on breaks and lunch.
- Section 6. Employees may not leave their work areas without notifying a supervisor.
- Section 7. Employees are required to report changes of address, telephone numbers, names, dependent status, or tax information within seven (7) days of such change to the Human Resources Department.
- Section 8. When an employee is calling in to report their absence or lateness, it is their obligation to contact their immediate supervisor, department manager or if not available, the Human Resources Department.
- Section 9. Employees will be allowed to view their personnel files upon reasonable requests.
- Section 10. The Employer and the Union acknowledge that this Agreement represents the results of collective negotiations between said parties and constitutes the entire Agreement between the parties for the duration of the life of said Agreement; each party waiving the right to bargain collectively with each other with reference to any other subject, matter, issue or thing whether specifically covered herein or wholly omitted here from and irrespective of whether said subject was mentioned or discussed during the negotiations proceeding the execution of this Agreement.
- Section 11. Any warnings currently in an employee's personnel file shall not deny them the opportunity for an interview. The nature of the warning may be a factor in obtaining the position.
- Section 12. An employee's personal time off data and balances will be available through a web based employee portal. This information is updated with payroll transmission bi-weekly.
- Section 13. Use of the internet for other than approved business purposes is prohibited.

ARTICLE 27 SEPARABILITY

Section 1. In the event any term, condition or provision of this Agreement, in whole or in part, is declared by any court of competent jurisdiction to be illegal, void or invalid, all of the other terms, conditions and provision of this Agreement shall remain in full force and effect to the same extent as if that part declared illegal, void or invalid, had never been incorporated in this Agreement, and shall continue to be binding upon the parties hereto.

Section 44 13. Use of the internet for other than approved business purposes is prohibited.	
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Section 2. In the event that any decision, legislative enactment or statue shall have the effect of invalidating or voiding any provision of this Agreement, the parties hereto shall meet solely for the purpose of negotiating with respect to the matter covered by the provision which may have been so declared invalid or void.

ARTICLE 28 DURATION

Section 1. Unless otherwise set forth herein, this Agreement shall become effective as of September 1, 2015 and shall continue in full force and effect up to and including midnight August 31, 2019.

Section 2. If either party desires to renew and/or modify this Agreement said party must notify the other party in writing of its intention to do so on or before the sixtieth (60th) day prior to the above expiration date, In the event the parties fail to reach agreement on the proposed renewal and/or modification by the expiration date hereof, this Agreement shall terminate unless extended in writing by mutual consent of the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the _____day of October, 2015,

N	Michael Perry, President	٠
Ī	Don Schell, Managing Director	
ĉ	Colleen Radigan-Zarcone, Human Resources Director	
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RULES OF CONDUCT Benecard Central Fill, Benecard PBF, Contact Fill

The following is a list of Company Rules of Conduct. We hope to have the cooperation of all employees in the observance of these rules. Any violation of these rules is considered sufficient cause for disciplinary action, up to and including discharge.

Minor violations will be subject to progressive disciplinary action beginning with counseling, verbal warning, written warning, suspension and discharge.

Major violations will result in immediate discharge. Items 1 through 11 are considered major violations.

- 1. Deliberate damage to Company property or to the property of other employees.
- 2. Theft, including hiding, concealing or misappropriation of Company property or the property of another employee.
- 3. Sleeping on the job.
- 4. Gambling in any form on Company property.
- 5. Refusing to follow specific direction given by a member of leadership (supervisor or higher)
- 6. Intentionally disconnecting a call or hanging up on a caller within the Call center outside of the "Abusive Caller Policy"
- 7. Inappropriate or unprofessional behavior towards our members or clients, including on inbound and outbound phone calls
- Possessing or using intoxicants or illegal drugs while in the Company or reporting to work under the influence of intoxicants or drugs. (If the use of a prescription drug causes drowsiness or other side effects that impair the employee's safe performance on the job, the employee must show proof of prescription.)
- 9. Violations of the criminal laws while at work.
- 10. Willful hampering of production.
- 11. Fighting on Company property.
- 12. Failure to call in when absent for one (1) day will constitute a voluntary quit.
- 13. Falsification of records (example punching another employee's timecard).

14.	Smoking, eating or drinking in prohibited areas.
15.	Horseplay.
16.	Concealing defective or improper work.
17.	Failure to report a personal injury.
18.	Use of abusive or threatening language.
19.	Careless waste of materials or misuse of equipment,
20.	Carelessness or negligence in carrying out definite orders.
21.	Failure to perform assigned work.
22.	Loitering in the lavatory facilities.
23.	Unauthorized use of Company telephone or other Company facilities.
24.	Failure to be at your workstation at the beginning of the scheduled shift or upor returning from lunch,
25.	Conduct inappropriate in a work environment.